

1 (4) be deemed or construed to establish, address, or
2 prejudice whether, or the extent to which, or to prevent any
3 party from litigating whether, or the extent to which, any of the
4 aforementioned laws do or do not permit, govern or apply to the
5 use of the Tribe's water outside the State of Utah.

6 This Article is not intended to relieve the responsibility
7 of the parties involved in the Midview Exchange Agreement.

8 ARTICLE IV

9 Enforcement

10 For purposes of compelling compliance with the terms of this
11 Compact, each party waives the defense of sovereign immunity as
12 to actions brought by any other party, including any defense
13 under the Eleventh Amendment to the United States Constitution.
14 The United States District Court for the District of Utah is
15 hereby granted jurisdiction to adjudicate any claim made by a
16 party to this Compact that any other party, or its officials, are
17 acting to impair or violate any right or privilege in this
18 Compact. The federal court jurisdiction provided for herein
19 shall not be diminished by reason of a related state court
20 proceeding. While the parties agree that the primary respon-
21 sibility for protecting and preserving the Ute Tribe's reserved
22 water rights rests with the United States and the Tribe, the
23 State of Utah, through the State Engineer, shall use its best
24 efforts to see that the reserved water rights of the Ute Tribe
25 secured in this Compact are protected from impairment; provided,
26 however, that nothing herein shall subject the State of Utah or